

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS**

IN RE:

**Adrian Porras, Jr.
Catherine Myers Porras**

§
§
§
§
§

CASE NO. **10-12856**

Debtor(s)

Chapter 13 Proceeding

**DEBTOR(S)' CHAPTER 13 PLAN ☐ AMENDED
AND MOTIONS FOR VALUATION AND LIEN AVOIDANCE**

Plan Summary

- A. The Debtor's Plan Payment is scheduled at 2,205.00 per month [☐ Pay Order, ☒ Direct Pay] for 60 months. The gross amount to be paid into the Plan is 132,300.00 .
- B. The Plan proposes to pay all allowed priority, special class and secured claims and approximately 2 % of the unsecured allowed claims. **THIS PLAN DOES NOT ALLOW CLAIMS.** You must file a proof of claim to receive distributions under any plan. Other than adequate protection payments, disbursements will begin after entry of an order of confirmation of the plan.
- C. Value of non-exempt assets 0.00 .
- D. Current monthly income 3,738.78 , - expenses 1,475.00 = available for Plan 2,263.78 .
- E. The total amount to be paid into the Plan shall be increased for tax refunds as set forth in the Standing Order for Chapter 13 Case Administration in this Division. These additional receipts shall be disbursed according to the provisions of the Plan. IRS or Debtor(s) are directed to forward refund to the Trustee.

Special Plan Provisions

None

Plan Provisions

I. Vesting of Estate Property

Upon confirmation of the plan, all property of the estate ~~shall~~ (shall not) vest in the Debtor(s), and shall ~~(shall not)~~ remain as property of the estate subject to the automatic stay of 11 U.S.C. §362.

II. Executory Contracts/Unexpired Leases/Contracts for Deed

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor(s) hereby elects to assume the following executory contracts, if any:

Other Party	Description of Contract or Lease
-NONE-	

Pursuant to 11 U.S.C. §1322(b)(7) of the Bankruptcy Code, the Debtor(s) hereby elects to reject the following executory contracts, if any:

Other Party	Description of Contract or Lease
-NONE-	

III. Specific Treatment for Payment of Allowed Claims

1. DIRECT PAYMENTS BY DEBTOR TO CREDITORS; SURRENDER OF COLLATERAL

A. Debtor shall pay the following creditors directly:

Creditor Name	Remarks	Debt Amount	Monthly Payment
-NONE-			

B. Debtor shall surrender the following collateral:

Creditor Name	In Full Satisfaction (Yes/No)	Debt Amount	Collateral Surrendered
-NONE-			

C. Creditor's Direct Communication With Debtors

Creditors whose claims are scheduled to be paid directly by the debtor(s), including creditors with claims secured by real property or vehicles, are authorized to send monthly statements to the debtor(s). They are also authorized to communicate directly with the debtor(s) in response to a debtor's questions about monthly payments, escrow accounts, account balances, increases in monthly payments, and other routine customer service inquiries.

2. PAYMENTS BY TRUSTEE

A. Administrative Expenses (including Attorney's fees)

The Trustee may receive up to 10% of all sums disbursed, except on any funds returned to the debtor.

Creditor	Estimated Amount of Debt	Monthly Payment Amount
Ray Fisher 07057400	2,554.00	\$750.00 upon confirmation, then \$250.00 per month until paid in full.

B. Ongoing Mortgage Payments -

The Trustee shall pay all post-petition monthly mortgage payments on claims against real property that were delinquent on the petition date ("Ongoing Mortgage Payments"). The Ongoing Mortgage Payments will be in the amount stated in the allowed proof of claim or as fixed by Court order. If the debtor makes a Plan payment that is insufficient for the Trustee to disburse all Ongoing Mortgage Payments required below, such payments will be disbursed in the order listed below. The Trustee shall hold debtor payments until a sufficient amount is received to make a full Ongoing Mortgage Payment. The debtor shall provide to the Trustee all notices received from Mortgage Creditors including statements, payment coupons, impound and escrow notices, default notifications, and notices concerning changes of the interest rate on variable interest rate loans. The automatic stay is modified to permit Mortgage Creditors to issue such notices. Changes to the monthly Ongoing Mortgage Payment or the addition of post-petition mortgage fees and charges shall be effectuated pursuant to the *Standing Order Relating to Ongoing Mortgage Payments in Chapter 13 Cases in the Austin Division*.

Mortgage Creditor	Property Address	Monthly Mortgage Payment (proof of claim controls)	Monthly Late Charge	Interest Rate	Payment Due Date	Paid by Trustee OR Paid Direct by Debtor (select one)
CitiMortgage, Inc.	Location: 1622 Mentone Dr., Round Rock TX 78664-homestead	1,175.05	38.80	6.75	1st	Trustee
United Heritage Credit Union	Location: 1622 Mentone Dr., Round Rock TX 78664-homestead	256.97	12.85	9.75	1st	Trustee

C. Secured Claims - Mortgage Arrearage, Real Property

The plan will cure pre-petition arrearage claims pursuant to the payment schedule set forth below. The allowed arrearage claim will be the amount of the allowed proof of claim or as fixed by court order.

Creditor/	Property Address/ Description of Collateral	Estimated Claim	Mo. Pmt or Method of Disbursement	Interest Rate (If applicable)	Other Remarks
CitiMortgage, Inc.	Location: 1622 Mentone Dr., Round Rock TX 78664-homestead	8,500.00	Prorata	0.00	Arrearage payment to secured creditor
United Heritage Credit Union	Location: 1622 Mentone Dr., Round Rock TX 78664-homestead	600.00	Prorata	0.00	Arrearage payment to secured creditor

D. Secured Claims - Personal Property; Adequate Protection Payments; *MOTIONS TO VALUE COLLATERAL*

The trustee shall pay allowed secured claims, which require the filing of a proof of claim, to the extent of the value of the collateral or the full amount of the claim, as specified below, plus interest thereon at the rate specified in this Plan. **Failure of the secured creditor to object to the proposed value will be deemed acceptance of the plan under Section 1325**

(a)(5)(A). Except for secured claims for which provision is made to pay the full amount of the claim notwithstanding the value of the collateral, the portion of any allowed claim that exceeds the value of the collateral shall be treated as an unsecured claim under Section III(2)(E).

In the first disbursement following the filing of a claim by a creditor holding an allowed claim secured by personal property, the Trustee shall commence making adequate protection payments in the amount set out below, unless otherwise ordered by the Court. Such payments shall cease upon confirmation of the plan.

Creditor/Collateral	Adequate Protection Payment	Other Treatment/Remarks
Acura Financial Services 2004 Honda Accord	118.66	
American Honda Finance 2005 Honda Odyssey	175.71	

The Debtor moves to value collateral described below in the amounts indicated. The Debtor(s) declares, under penalty of perjury, that the foregoing values as stated in the above Motion and the Plan for the secured debt are true and correct and to the best of their knowledge represent the replacement value, pursuant to Section 506(a)(2), of the assets held for collateral.

/s/ Adrian Porras, Jr.

Adrian Porras, Jr.

Debtor

/s/ Catherine Myers Porras

Catherine Myers Porras

Co-Debtor

Objections to Valuation of collateral proposed by this plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with confirmation of the plan. Following confirmation of the plan, monthly payments shall be made as follows:

Creditor/Collateral	Est. Claim	Value Of Collateral	Monthly Payment	Interest Rate	Pay Value of Collateral (OR) Pay Full Amount of Claim (select one)
Acura Financial Services 2004 Honda Accord	6,403.57	10,000.00	prorata	4.25	Pay Full Amount of Claim
American Honda Finance 2005 Honda Odyssey	9,482.59	13,000.00	prorata	4.25	Pay Full Amount of Claim

Secured creditors shall retain their liens on the collateral which is security for their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law, or discharge under 11 U.S.C. Section 1328. In addition, if this case is dismissed or converted without completion of the plan, such liens shall also be retained by the creditors to the extent recognized by applicable non-bankruptcy law.

E. Priority Creditors

Creditor	Estimated Amount of Debt	Payment Method 1. Before 2. After 3. Along with Secured creditors	Remarks
Internal Revenue Service	3,801.00	2. AFTER	

F. General Unsecured Creditors, [including claims from rejection of contracts, leases and contracts for deed] Unless otherwise provided below, payments to creditors with allowed general unsecured claims shall be made on a pro rata basis as funds become available after payment of other creditors. It is estimated that distribution to the general unsecured creditors will commence in the 58 month of the Plan.

G. Cure claims on Assumed Executory Contracts, Contracts for Deed & Leases:

Creditor	Estimated Amount of Debt	Monthly Payment or Method of Disbursement	Remarks
-NONE-			

Totals:

Administrative Claims	2,554.00
Arrearage Claims	142,648.00
Secured Claims	103,469.34
Priority Claims	3,801.00
Unsecured Claims	61,044.00
Cure Claims	0.00

H. Supplemental Plan Provisions(a) MOTION TO AVOID LIENS UNDER 11 U.S.C. § 522(f)

Debtor moves to avoid the following liens that impair exemptions. Objections to Lien Avoidance as proposed in this plan must be filed no later than ten (10) days prior to the confirmation hearing date. If no timely objection is filed, the relief requested may be granted in conjunction with confirmation of the plan. (Debtor must list the specific exempt property said lien impairs and the basis of the lien, i.e. judicial, nonpurchase-money security interest, etc.)

Creditor	Property Subject to lien	Amount of Lien to be Avoided	Remarks
-NONE-			

IV. General Information

Notice: Local Rule 3002 provides, in part:

"Every Creditor filing a Proof of Claim in all cases shall transmit a copy with attachments, if any, to the Debtor's Attorney (or the Debtor if the Debtor is pro se) and the Trustee appointed in the case."

Any special concerns of a creditor may justify attendance at the Meeting of Creditors and such other action as may be appropriate under the circumstances. The deadline for the filing of objections to confirmation is ten days prior to the confirmation hearing.

Respectfully submitted October 19, 2010.

/s/ Adrian Porras, Jr.

Adrian Porras, Jr.

Debtor

Address

**1622 Mentone Dr.
Round Rock TX 78664-0000**

/s/ Catherine Myers Porras

Catherine Myers Porras

Co-Debtor

Address

**1622 Mentone Dr.
Round Rock TX 78664-0000**

/s/ Ray Fisher

Ray Fisher 07057400

Attorney for Debtor

Address/Phone & Fax Number

Fisher Law Offices

P.O. Box 684565

Austin, TX 78768

512.478.9810 x 211 Fax:866.299.9174

Certificate of Service

The Debtor(s) shall be responsible for service of the plan on the Trustee and all parties in interest.

ATTACH SCHEDULE OF VARIABLE PLAN PAYMENTS, IF APPLICABLE.

In re **Adrian Porras, Jr.**
Catherine Myers Porras

Case No. **10-12856**

Debtor(s)

DEBTOR'S CHAPTER 13 PLAN
Attachment B

CERTIFICATE OF SERVICE

I certify that on October 19, 2010 a true and correct copy of the above and foregoing was served upon the following parties via electronic means as listed on the court's ECF noticing system or by regular first class mail:

/s/ Ray Fisher
Ray Fisher

Deborah B. Langehennig
3801 Capitol of Texas Highway South, Ste. 320
Austin, TX 78704
Chapter 13 Trustee

US Trustee
903 San Jacinto, Ste 230
Austin, Texas 78701

ACS/US Bank, NA Brazos
Acct No xxxxxx9431
501 Bleecker St
Utica, NY 13501

Acura Financial Services
Acct No xxxx5248
P.O. Box 168088
Irving, TX 75016

American Honda Finance
Acct No xxxx0147
P.O. Box 168008
Irving, TX 75016

American Honda Finance
Acct No xxxx5248
3625 W Royal Ln Ste 200
Irving, TX 75063

Bank of America
Acct No xxxxxxxxxxxx4509
Po Box 1598
Norfolk, VA 23501

Barrett Daffin Frappier Turner & Engel
Acct No xxxxx8347
1500 Surveyor Blvd., Suite 100

Addison, TX 75001

Barrett Daffin Frappier Turner & Engel

Acct No xxxxxx8347

1900 St. James Place, Ste 500

Houston, TX 77056

Brazos

Acct No xxxxxx9432

501 Bleecker St

Utica, NY 13501

Capital One Bank

Acct No xxxxxxxxxxxxxx4060

Po Box 85520

Richmond, VA 23285

Chase

Acct No xxxxxxxxxxxxxx4342

Po Box 15298

Wilmington, DE 19850

Citi

Acct No xxxxxxxxxxxxxx6811

Po Box 6241

Sioux Falls, SD 57117

Citibank (South Dakota), N.A.

Acct No xxxxxxxxxxxxxx8139

Po Box 6497

Sioux Falls, SD 57117

CitiMortgage, Inc.

Acct No xxxxxx8347

3950 Regent Blvd.

Irving, TX 75063

Exxon/Mobile

Acct No xxxxxxxxxxxxxx9275

Po Box 6497

Sioux Falls, SD 57117

GE Money Bank

Acct No xxxxxxxxxxxxxx5960

200 W 14th St Suite 150

Tempe, AZ 85281

Gemb/Dillards

Acct No xxxxxxxxxxxxxx0722

Po Box 981400

El Paso, TX 79998

Gemb/JC Penney
Acct No xxxxxxxx5881
Po Box 981131
El Paso, TX 79998

HSBC Card Services/Orchard Bank
Acct No xxxx-xxxx-xxxx-5576
P.O. Box 80084
Salinas, CA 93912

HSBC/Bestbuy
Acct No xxxxxx-xxxxxx2433
Po Box 15519
Wilmington, DE 19850

Internal Revenue Service
P. O. Box 21126
Philadelphia, PA 19144

Internal Revenue Service
300 E. 8th Street
Stop 5022AUS
Austin, TX 78701

United Heritage Credit Union
Acct No xxxxxxxxx0506
Po Box 1648
Austin, TX 78767

United States Attorney
601 NW Loop 410 Ste.600
San Antonio, TX 78216